

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT ("Amendment") is hereby entered into by and between the STATE BOARD OF EDUCATION, a Nebraska public body corporate (hereinafter, the "State Board") and MATTHEW L. BLOMSTEDT, Ph.D., an individual ("Dr. Blomstedt") (collectively, the "Parties") effective as of the 8th day of January, 2016 ("Effective Date").

RECITALS

A. The State Board and Dr. Blomstedt previously entered into an employment agreement ("Agreement") with an effective date of January 2, 2015.

B. The Parties desire to amend Sections 1 and 3 of the Agreement in the manner reflected herein.

C. The State Board has approved the amendments to the Agreement by formal action taken during a public meeting.

NOW, THEREFORE, in consideration of the mutual premises and covenants hereof, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Section 1 of the Agreement is hereby deleted and replaced in its entirety with the following section (with all capitalized terms having the meaning originally ascribed thereto in the Agreement):

Section 1. Term of Agreement. Unless otherwise extended by written agreement duly executed by the parties, the term of this Agreement and Dr. Blomstedt's employment hereunder shall commence on the Effective Date and shall terminate at 11:59 p.m. on the 1st day of January, 2019 ("Term").

Section 2. Section 3 of the Agreement is hereby deleted and replaced in its entirety with the following section:

Section 3. Compensation. For the performance of all duties and responsibilities in his capacity as Commissioner, Dr. Blomstedt shall be compensated as follows during the Term hereof:

(a) Salary. Dr. Blomstedt shall be paid a full-time annual salary in the gross amount of \$220,725 (Two Hundred and Twenty Thousand and Seven Hundred and Twenty-Five Dollars), which shall be paid pro rata at normal payroll intervals and shall be subject to normal payroll deductions. Dr. Blomstedt's annual salary incorporates an amount equal to one year of monthly allowances previously provided under Section 3(c) of the

Agreement. The State Board retains the option to adjust Dr. Blomstedt's salary during the Term hereof.

(b) Benefits. Dr. Blomstedt shall be eligible for vacation leave and sick leave as set forth in Neb. Rev. Stat. §§ 81-1320 through 81-1328 as they currently exist or as they may be changed in the future. Dr. Blomstedt shall otherwise be eligible to receive all benefits made available to permanent full-time employees of the Department.

(c) Expenses. Dr. Blomstedt shall be reimbursed for expenses in accordance with applicable policies, regulations and directives of the State of Nebraska and the State Board. Eligible professional travel outside the city limits shall be reimbursed at the state-approved rate.

Section 3. All terms and provisions of the Agreement not expressly amended in this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date set forth below.

STATE BOARD OF EDUCATION

MATTHEW BLOMSTEDT, Ph.D.

By: _____
Rachel Wise, President

By: _____

Date: _____

Date: _____